

## AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
PAGE 1 OF 2 PAGES

2. AMENDMENT/MODIFICATION NO <b>MODIFICATION TWELVE (12)</b>	3. EFFECTIVE DATE <b>10-23-03</b>	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO (If applicable)
6. ISSUED BY CODE	7. ADMINISTERED BY (If other than Item 6) CODE		

FAA, MIKE MONRONEY AERONAUTICAL CENTER  
CENTER ACQUISITION DIVISION AMQ-340  
P O BOX 25082  
OKLAHOMA CITY OK 73125-4932

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO
OMNI CORPORATION 21351 RIDGETOP CIRCLE, SUITE 150 STERLING, VA 20166		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO
	X	DTFA-02-99-D-15151
CODE	FACILITY CODE	10B. DATED (SEE ITEM 13) 9-15-99

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning [ ] copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

## 12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C.
	D. OTHER (Specify type of modification and authority)
XX	UNILATERAL. Contract Clause 3.2.4-35, OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996).
X	E. IMPORTANT: Contractor [ XX ] IS NOT required to sign this document.

## 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Contract DTFA-02-99-D-15151 is modified as follows:

See page 2 of 2 for details of changes.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEVE RIDGEWAY CONTRACTING OFFICER		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY: <i>Steve Ridgeway</i> (Signature of Contracting Officer)	16C. DATE SIGNED 10-22-03
(Signature of person authorized to sign)			

94-2431 OK, OKLAHOMA CITY

09/02/03

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*

WASHINGTON D.C. 20210

William W. Gross  
DirectorDivision of  
Wage DeterminationsWage Determination No.: 1994-2431  
Revision No.: 22  
Date Of Last Revision: 08/28/2003

State: Oklahoma

Area: Oklahoma Counties of Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, Major, Marshall, McClain, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

## OCCUPATION CODE - TITLE

## MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	10.67
01013 - Accounting Clerk III	13.68
01014 - Accounting Clerk IV	18.28
01030 - Court Reporter	15.59
01050 - Dispatcher, Motor Vehicle	14.81
01060 - Document Preparation Clerk	11.00
01070 - Messenger (Courier)	9.49
01090 - Duplicating Machine Operator	10.51
01110 - Film/Tape Librarian	11.96
01115 - General Clerk I	9.11
01116 - General Clerk II	9.87
01117 - General Clerk III	12.50
01118 - General Clerk IV	18.00
01120 - Housing Referral Assistant	18.26
01131 - Key Entry Operator I	8.96
01132 - Key Entry Operator II	10.16
01191 - Order Clerk I	10.18
01192 - Order Clerk II	14.08
01261 - Personnel Assistant (Employment) I	11.72
01262 - Personnel Assistant (Employment) II	12.79
01263 - Personnel Assistant (Employment) III	14.34
01264 - Personnel Assistant (Employment) IV	16.63
01270 - Production Control Clerk	16.28
01290 - Rental Clerk	11.33
01300 - Scheduler, Maintenance	12.64
01311 - Secretary I	12.64
01312 - Secretary II	15.76
01313 - Secretary III	18.26
01314 - Secretary IV	20.53
01315 - Secretary V	21.74
01320 - Service Order Dispatcher	13.07
01341 - Stenographer I	10.51
01342 - Stenographer II	12.37
01400 - Supply Technician	20.53
01420 - Survey Worker (Interviewer)	13.25

01460 - Switchboard Operator-Receptionist	10.02
01510 - Test Examiner	15.76
01520 - Test Proctor	15.76
01531 - Travel Clerk I	9.94
01532 - Travel Clerk II	10.44
01533 - Travel Clerk III	10.93
01611 - Word Processor I	8.98
01612 - Word Processor II	10.75
01613 - Word Processor III	11.61
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	8.88
03041 - Computer Operator I	10.91
03042 - Computer Operator II	13.43
03043 - Computer Operator III	18.01
03044 - Computer Operator IV	19.48
03045 - Computer Operator V	21.59
03071 - Computer Programmer I (1)	19.89
03072 - Computer Programmer II (1)	22.83
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	23.46
03102 - Computer Systems Analyst II (1)	26.26
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.12
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	15.64
05010 - Automotive Glass Installer	15.47
05040 - Automotive Worker	14.08
05070 - Electrician, Automotive	16.35
05100 - Mobile Equipment Servicer	12.54
05130 - Motor Equipment Metal Mechanic	15.64
05160 - Motor Equipment Metal Worker	14.08
05190 - Motor Vehicle Mechanic	15.64
05220 - Motor Vehicle Mechanic Helper	11.98
05250 - Motor Vehicle Upholstery Worker	13.31
05280 - Motor Vehicle Wrecker	14.08
05310 - Painter, Automotive	14.86
05340 - Radiator Repair Specialist	14.08
05370 - Tire Repairer	12.12
05400 - Transmission Repair Specialist	15.64
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	6.87
07010 - Baker	9.04
07041 - Cook I	7.94
07042 - Cook II	9.56
07070 - Dishwasher	6.73
07130 - Meat Cutter	11.33
07250 - Waiter/Waitress	7.05
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	14.86
09040 - Furniture Handler	10.36
09070 - Furniture Refinisher	14.86
09100 - Furniture Refinisher Helper	11.75
09110 - Furniture Repairer, Minor	13.31
09130 - Upholsterer	14.86
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.37
11060 - Elevator Operator	8.17
11090 - Gardener	10.37
11121 - House Keeping Aid I	7.27

11122 - House Keeping Aid II	8.57
11150 - Janitor	8.51
11210 - Laborer, Grounds Maintenance	8.72
11240 - Maid or Houseman	7.27
11270 - Pest Controller	11.28
11300 - Refuse Collector	8.17
11330 - Tractor Operator	9.73
11360 - Window Cleaner	9.02
12000 - Health Occupations	
12020 - Dental Assistant	12.42
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.19
12071 - Licensed Practical Nurse I	10.19
12072 - Licensed Practical Nurse II	11.46
12073 - Licensed Practical Nurse III	12.82
12100 - Medical Assistant	10.04
12130 - Medical Laboratory Technician	11.43
12160 - Medical Record Clerk	11.24
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.67
12222 - Nursing Assistant II	8.62
12223 - Nursing Assistant III	9.41
12224 - Nursing Assistant IV	10.55
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	12.16
12311 - Registered Nurse I	16.67
12312 - Registered Nurse II	20.39
12313 - Registered Nurse II, Specialist	20.39
12314 - Registered Nurse III	24.66
12315 - Registered Nurse III, Anesthetist	24.66
12316 - Registered Nurse IV	29.57
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.49
13011 - Exhibits Specialist I	18.53
13012 - Exhibits Specialist II	20.67
13013 - Exhibits Specialist III	24.88
13041 - Illustrator I	17.00
13042 - Illustrator II	18.79
13043 - Illustrator III	23.46
13047 - Librarian	17.58
13050 - Library Technician	11.07
13071 - Photographer I	10.96
13072 - Photographer II	13.53
13073 - Photographer III	16.34
13074 - Photographer IV	20.40
13075 - Photographer V	23.41
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.03
15030 - Counter Attendant	7.03
15040 - Dry Cleaner	8.83
15070 - Finisher, Flatwork, Machine	7.03
15090 - Presser, Hand	7.03
15100 - Presser, Machine, Drycleaning	7.03
15130 - Presser, Machine, Shirts	7.03
15160 - Presser, Machine, Wearing Apparel, Laundry	7.03
15190 - Sewing Machine Operator	9.46
15220 - Tailor	10.09
15250 - Washer, Machine	7.69
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.99
19040 - Tool and Die Maker	24.44

21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	15.39
21020 - Material Coordinator	16.28
21030 - Material Expediter	16.28
21040 - Material Handling Laborer	10.95
21050 - Order Filler	11.74
21071 - Forklift Operator	13.81
21080 - Production Line Worker (Food Processing)	12.68
21100 - Shipping/Receiving Clerk	11.78
21130 - Shipping Packer	11.78
21140 - Store Worker I	11.27
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.62
21210 - Tools and Parts Attendant	12.68
21400 - Warehouse Specialist	12.68
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	17.12
23040 - Aircraft Mechanic Helper	12.43
23050 - Aircraft Quality Control Inspector	17.40
23060 - Aircraft Servicer	14.08
23070 - Aircraft Worker	14.90
23100 - Appliance Mechanic	14.94
23120 - Bicycle Repairer	12.12
23125 - Cable Splicer	18.10
23130 - Carpenter, Maintenance	14.95
23140 - Carpet Layer	14.17
23160 - Electrician, Maintenance	16.72
23181 - Electronics Technician, Maintenance I	15.03
23182 - Electronics Technician, Maintenance II	22.61
23183 - Electronics Technician, Maintenance III	25.36
23260 - Fabric Worker	13.39
23290 - Fire Alarm System Mechanic	15.64
23310 - Fire Extinguisher Repairer	12.61
23340 - Fuel Distribution System Mechanic	18.88
23370 - General Maintenance Worker	14.08
23400 - Heating, Refrigeration and Air Conditioning Mechanic	15.64
23430 - Heavy Equipment Mechanic	15.64
23440 - Heavy Equipment Operator	16.82
23460 - Instrument Mechanic	17.02
23470 - Laborer	9.23
23500 - Locksmith	15.07
23530 - Machinery Maintenance Mechanic	16.70
23550 - Machinist, Maintenance	15.64
23580 - Maintenance Trades Helper	11.98
23640 - Millwright	16.24
23700 - Office Appliance Repairer	14.95
23740 - Painter, Aircraft	14.86
23760 - Painter, Maintenance	14.86
23790 - Pipefitter, Maintenance	18.23
23800 - Plumber, Maintenance	17.52
23820 - Pneudraulic Systems Mechanic	15.64
23850 - Rigger	16.14
23870 - Scale Mechanic	14.17
23890 - Sheet-Metal Worker, Maintenance	17.74
23910 - Small Engine Mechanic	14.08
23930 - Telecommunication Mechanic I	19.01
23931 - Telecommunication Mechanic II	19.93
23950 - Telephone Lineman	19.01
23960 - Welder, Combination, Maintenance	15.64
23965 - Well Driller	17.20
23970 - Woodcraft Worker	15.64

23980 - Woodworker	12.54
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	12.06
24600 - Chore Aid	7.72
24630 - Homemaker	15.64
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	18.49
25040 - Sewage Plant Operator	15.27
25070 - Stationary Engineer	19.78
25190 - Ventilation Equipment Tender	11.82
25210 - Water Treatment Plant Operator	14.86
27000 - Protective Service Occupations	
(not set) - Police Officer	18.72
27004 - Alarm Monitor	11.41
27006 - Corrections Officer	17.95
27010 - Court Security Officer	17.95
27040 - Detention Officer	17.95
27070 - Firefighter	17.18
27101 - Guard I	10.07
27102 - Guard II	14.77
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.79
28020 - Hatch Tender	15.20
28030 - Line Handler	15.20
28040 - Stevedore I	16.43
28050 - Stevedore II	18.34
29000 - Technical Occupations	
21150 - Graphic Artist	18.92
29010 - Air Traffic Control Specialist, Center (2)	29.36
29011 - Air Traffic Control Specialist, Station (2)	20.24
29012 - Air Traffic Control Specialist, Terminal (2)	22.29
29023 - Archeological Technician I	15.46
29024 - Archeological Technician II	18.59
29025 - Archeological Technician III	23.01
29030 - Cartographic Technician	21.03
29035 - Computer Based Training (CBT) Specialist/ Instructor	25.02
29040 - Civil Engineering Technician	18.18
29061 - Drafter I	12.17
29062 - Drafter II	14.05
29063 - Drafter III	18.53
29064 - Drafter IV	21.63
29081 - Engineering Technician I	14.93
29082 - Engineering Technician II	18.70
29083 - Engineering Technician III	20.55
29084 - Engineering Technician IV	26.62
29085 - Engineering Technician V	30.72
29086 - Engineering Technician VI	35.25
29090 - Environmental Technician	18.73
29100 - Flight Simulator/Instructor (Pilot)	26.55
29160 - Instructor	19.76
29210 - Laboratory Technician	14.80
29240 - Mathematical Technician	22.75
29361 - Paralegal/Legal Assistant I	15.04
29362 - Paralegal/Legal Assistant II	19.60
29363 - Paralegal/Legal Assistant III	23.97
29364 - Paralegal/Legal Assistant IV	29.01
29390 - Photooptics Technician	21.60
29480 - Technical Writer	20.46
29491 - Unexploded Ordnance (UXO) Technician I	18.66

29492 - Unexploded Ordnance (UXO) Technician II	22.57
29493 - Unexploded Ordnance (UXO) Technician III	27.05
29494 - Unexploded (UXO) Safety Escort	18.66
29495 - Unexploded (UXO) Sweep Personnel	18.66
29620 - Weather Observer, Senior (3)	22.14
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	19.24
29622 - Weather Observer, Upper Air (3)	19.24
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	11.84
31260 - Parking and Lot Attendant	8.00
31290 - Shuttle Bus Driver	11.10
31300 - Taxi Driver	9.49
31361 - Truckdriver, Light Truck	11.10
31362 - Truckdriver, Medium Truck	12.54
31363 - Truckdriver, Heavy Truck	15.40
31364 - Truckdriver, Tractor-Trailer	15.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.25
99030 - Cashier	7.32
99041 - Carnival Equipment Operator	9.13
99042 - Carnival Equipment Repairer	9.74
99043 - Carnival Worker	7.09
99050 - Desk Clerk	8.41
99095 - Embalmer	18.49
99300 - Lifeguard	9.80
99310 - Mortician	20.05
99350 - Park Attendant (Aide)	12.31
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.09
99500 - Recreation Specialist	11.65
99510 - Recycling Worker	9.26
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	7.01
99630 - Sport Official	9.80
99658 - Survey Party Chief (Chief of Party)	19.52
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.74
99660 - Surveying Aide	10.97
99690 - Swimming Pool Operator	12.58
99720 - Vending Machine Attendant	10.45
99730 - Vending Machine Repairer	12.58
99740 - Vending Machine Repairer Helper	10.16

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as

numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial



laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 350)

RATING

PAGE OF

2. CONTRACT NO.

3. SCREENING INFORMATION  
REQUEST NO.

4. TYPE OF SOLICITATION

5. DATE ISSUED

6. REQUISITION/PURCHASE

DTFA-02-99-D-15151

DTFA-02-99-R-00283

☒ NEGOTIATED (RFO)

3/25/99

NO. 8-10486

7. ISSUED BY

CODE

FAA, AMT Contracting Team (AMQ-310)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4931

8. ADDRESS OFFER TO (If other than Item 7)

FAA, Customer Service Desk (AMQ-140)  
Multi-Purpose Building, Room 321  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4933

(FAA Internal Use Only)

FIRM-FIXED-PRICE LABOR HOUR

SOLICITATION

RESEARCH SUPPORT SERVICES

9. Sealed offers in original and no copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:30 p.m. local time April 27, 1999  
(Hour) (Date)

NOTE: This requirement is set-aside 100% for small business participation.

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION

CALL:

A. NAME

Carolyn Engelke

B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

(405) 954-7825

## 11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days unless a different period is inserted by the offeror from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.13. DISCOUNT FOR PROMPT PAYMENT  
(See Section I, AMS Clause No. 3.3.1-6)

10 CALENDAR DAYS

20 CALENDAR DAYS

30 CALENDAR DAYS

CALENDAR DAYS

14. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:

AMENDMENT NO.

DATE

AMENDMENT NO.

DATE

A001

4/13/99

A002

4/23/99

15A. NAME  
AND  
ADDRESS  
OF  
OFFEROR

CODE

FACILITY

Omni Corporation  
2725 Broadbent Pkwy., NE Suite B  
Albuquerque, NM 8710716. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)W.D. Marsh  
Vice President, Operations

15B. TELEPHONE NO. (Include area code)

(505) 341-1400

15C. CHECK IF REMITTANCE ADDRESS

☐ IS DIFFERENT FROM ABOVE - ENTER  
SUCH ADDRESS IN SCHEDULE.

17. SIGNATURE

18. OFFER DATE



4-23-99

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED

&amp; 2 Base Year only IAW A001 dtd 4/13/99 &amp; A002 dtd 4/23/99

20. AMOUNT EST  
\$444,393.00

21. ACCOUNTING AND APPROPRIATION

23. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 COPIES UNLESS OTHERWISE SPECIFIED)

ITEM

24. ADMINISTERED BY (If other than Item 7)

CODE

FAA, AMT Contract Management Team (AMQ-340)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4932

25. PAYMENT WILL BE MADE BY

CODE

FAA, Financial Operations Division (AMZ-100)  
6500 South MacArthur Boulevard  
P.O. Box 25082  
Oklahoma City, OK 73125-4304

NAME OF CONTRACTING OFFICER (Type or print)

Carolyn Engelke

27. UNITED STATES OF AMERICA



28. AWARD DATE

9/15/99

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

PAGE

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p align="center"><b>PART I - SECTION B</b>  <b>SUPPLIES OR SERVICES AND PRICES/COSTS</b></p> <p align="center"><b>BASE YEAR</b></p> <p>Furnish the below listed labor disciplines (skills) to provide research support services in accordance with the terms and conditions set forth herein:</p>				
1.	<p><b>LABOR DISCIPLINE (SKILL):</b></p> <p>(a) Project Supervisor (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(b) Research Assistant (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(c) Computer Programmer (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(d) Research Technician (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(e) Data Entry Technician (est. 3 FTE @ 1,840 hrs./yr.)</p> <p>(f) Air Traffic Control: Subject Matter Expert (est. 5 FTE @ 300 hrs./yr.)</p> <p>(g) Pilot: Subject Matter Expert (est. 5 FTE @ 100 hrs./yr.)</p>	<p align="center"><b>ESTIMATED ANNUAL REQUIREMENTS</b></p> <p>1,840</p> <p>3,680</p> <p>1,840</p> <p>3,680</p> <p>5,520</p> <p>1,500</p> <p>500</p>	<p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p>	<p>\$ 35.18</p> <p>\$ 22.48</p> <p>\$ 30.12</p> <p>\$ 20.00</p> <p>\$ 16.48</p> <p>\$ 36.39</p> <p>\$ 34.72</p>	<p>\$64,731.20</p> <p>\$82,726.40</p> <p>\$55,420.80</p> <p>\$73,600.00</p> <p>\$90,969.60</p> <p>\$54,585.00</p> <p>\$17,360.00</p>
2.	<p><b>TRAVEL</b></p> <p>FAA Estimate Not-to-Exceed . . . . .</p> <p>(Contractor to be Reimbursed at Cost - See F.4)</p>				\$ 5,000.00
	<p><b>Base Year Estimated Total . . . . .</b></p>				\$444,393.00

# CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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3

NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNI	UNIT PRICE	AMOUNT
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**PART I - SECTION B**  
**SUPPLIES OR SERVICES AND PRICES/COSTS**

**OPTION YEAR 1**

Furnish the below listed labor disciplines (skills) to provide research support services in accordance with the terms and conditions set forth herein:

**ESTIMATED  
ANNUAL  
REQUIREMENTS**

1.

**LABOR DISCIPLINE (SKILL):**

(a) Project Supervisor (est. 1 FTE @ 1,840 hrs./yr.)	1,840	Hrs	\$ 36.78	\$67,675.20
(b) Research Assistant (est. 2 FTE @ 1,840 hrs./yr.)	3,680	Hrs	\$ 23.09	\$84,971.20
(c) Computer Programmer (est. 1 FTE @ 1,840 hrs./yr.)	1,840	Hrs	\$ 30.12	\$55,420.80
(d) Research Technician (est. 2 FTE @ 1,840 hrs./yr.)	3,680	Hrs	\$ 20.53	\$75,550.40
(e) Data Entry Technician (est. 3 FTE @ 1,840 hrs./yr.)	5,520	Hrs	\$ 16.48	\$90,969.60
(f) Air Traffic Control: Subject Matter Expert (est. 5 FTE @ 300 hrs./yr.)	1,500	Hrs	\$ 36.39	\$54,585.00
(g) Pilot: Subject Matter Expert (est. 5 FTE @ 100 hrs./yr.)	500	Hrs	\$ 34.72	\$17,360.00

2.

**TRAVEL**

**FAA Estimate Not-to-Exceed . . . . . \$ 5,000.00**  
(Contractor to be Reimbursed at Cost - See F.4)

**Option Year 1 Estimated Total . . . . . \$451,532.20**

# CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNI	UNIT PRICE	AMOUNT
	<p align="center"><b>PART I - SECTION B</b>  <b><u>SUPPLIES OR SERVICES AND PRICES/COSTS</u></b></p> <p align="center"><b><u>OPTION YEAR 2</u></b></p> <p>Furnish the below listed labor disciplines (skills) to provide research support services in accordance with the terms and conditions set forth herein:</p>				
1.	<p><b>LABOR DISCIPLINE (SKILL):</b></p> <p>(a) Project Supervisor (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(b) Research Assistant (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(c) Computer Programmer (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(d) Research Technician (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(e) Data Entry Technician (est. 3 FTE @ 1,840 hrs./yr.)</p> <p>(f) Air Traffic Control: Subject Matter Expert (est. 5 FTE @ 300 hrs./yr.)</p> <p>(g) Pilot: Subject Matter Expert (est. 5 FTE @ 100 hrs./yr.)</p>	<p align="center"><b>ESTIMATED ANNUAL REQUIREMENTS</b></p> <p>1,840</p> <p>3,680</p> <p>1,840</p> <p>3,680</p> <p>5,520</p> <p>1,500</p> <p>500</p>	<p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p>	<p>\$ <u>38.45</u></p> <p>\$ <u>23.71</u></p> <p>\$ <u>30.12</u></p> <p>\$ <u>21.07</u></p> <p>\$ <u>16.48</u></p> <p>\$ <u>36.39</u></p> <p>\$ <u>34.72</u></p>	<p><u>\$70,748.00</u></p> <p><u>\$87,252.80</u></p> <p><u>\$55,420.80</u></p> <p><u>\$77,537.60</u></p> <p><u>\$90,969.60</u></p> <p><u>\$54,585.00</u></p> <p><u>\$17,360.00</u></p>
2.	<p><b>TRAVEL</b></p> <p align="right">FAA Estimate Not-to-Exceed . . . . .</p> <p>(Contractor to be Reimbursed at Cost - See F.4)</p>				<p><u>\$ 5,000.00</u></p>
	Option Year 2 Estimated Total . . . . .				<p><u>\$458,873.80</u></p>

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNI	UNIT PRICE	AMOUNT
	<b>PART I - SECTION B</b> <b>SUPPLIES OR SERVICES AND PRICES/COSTS</b>  <b>OPTION YEAR 3</b>  Furnish the below listed labor disciplines (skills) to provide research support services in accordance with the terms and conditions set forth herein:				
1.	<b>LABOR DISCIPLINE (SKILL):</b>	<b>ESTIMATED ANNUAL REQUIREMENTS</b>			
	(a) Project Supervisor (est. 1 FTE @ 1,840 hrs./yr.)	1,840	Hrs	\$ <u>40.22</u>	\$ <u>74,004.80</u>
	(b) Research Assistant (est. 2 FTE @ 1,840 hrs./yr.)	3,680	Hrs	\$ <u>24.35</u>	\$ <u>89,608.00</u>
	(c) Computer Programmer (est. 1 FTE @ 1,840 hrs./yr.)	1,840	Hrs	\$ <u>30.12</u>	\$ <u>55,420.80</u>
	(d) Research Technician (est. 2 FTE @ 1,840 hrs./yr.)	3,680	Hrs	\$ <u>21.63</u>	\$ <u>79,598.40</u>
	(e) Data Entry Technician (est. 3 FTE @ 1,840 hrs./yr.)	5,520	Hrs	\$ <u>16.48</u>	\$ <u>90,969.60</u>
	(f) Air Traffic Control: Subject Matter Expert (est. 5 FTE @ 300 hrs./yr.)	1,500	Hrs	\$ <u>36.39</u>	\$ <u>54,585.00</u>
	(g) Pilot: Subject Matter Expert (est. 5 FTE @ 100 hrs./yr.)	500	Hrs	\$ <u>34.72</u>	\$ <u>17,360.00</u>
2.	<b>TRAVEL</b> (Contractor to be Reimbursed at Cost – See F.4)	<b>FAA Estimate Not-to-Exceed . . . . .</b>			\$ <u>5,000.00</u>
	<b>Option Year 3 Estimated Total . . . . .</b>				\$ <u>466,546.60</u>

# CONTINUATION SHEET

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NAME OF OFFEROR OR CONTRACTOR

ITEMS NO.	SUPPLIES/SERVICES	QUANTITY	UNI	UNIT PRICE	AMOUNT
<p align="center"><b>PART I - SECTION B</b>  <b>SUPPLIES OR SERVICES AND PRICES/COSTS</b></p> <p align="center"><b>OPTION YEAR 4</b></p> <p>Furnish the below listed labor disciplines (skills) to provide research support services in accordance with the terms and conditions set forth herein:</p>					
1.	<p><b>LABOR DISCIPLINE (SKILL):</b></p> <p>(a) Project Supervisor (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(b) Research Assistant (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(c) Computer Programmer (est. 1 FTE @ 1,840 hrs./yr.)</p> <p>(d) Research Technician (est. 2 FTE @ 1,840 hrs./yr.)</p> <p>(e) Data Entry Technician (est. 3 FTE @ 1,840 hrs./yr.)</p> <p>(f) Air Traffic Control: Subject Matter Expert (est. 5 FTE @ 300 hrs./yr.)</p> <p>(g) Pilot: Subject Matter Expert (est. 5 FTE @ 100 hrs./yr.)</p>	<p align="center"><b>ESTIMATED ANNUAL REQUIREMENTS</b></p> <p>1,840</p> <p>3,680</p> <p>1,840</p> <p>3,680</p> <p>5,520</p> <p>1,500</p> <p>500</p>	<p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p> <p>Hrs</p>	<p>\$ 42.07</p> <p>\$ 25.00</p> <p>\$ 30.12</p> <p>\$ 22.21</p> <p>\$ 16.48</p> <p>\$ 36.39</p> <p>\$ 34.72</p>	<p>\$77,408.80</p> <p>\$92,000.00</p> <p>\$55,420.80</p> <p>\$81,732.80</p> <p>\$90,969.60</p> <p>\$54,585.00</p> <p>\$17,360.00</p>
2.	<p><b>TRAVEL</b></p> <p>(Contractor to be Reimbursed at Cost – See F.4)</p>				
	<p align="right"><b>FAA Estimate Not-to-Exceed . . . . .</b></p> <p align="right"><b>Option Year 4 Estimated Total . . . . .</b></p>				<p>\$ 5,000.00</p> <p>\$474,477.00</p>



## **PART I - SECTION C SCOPE OF WORK**

### **C.1 Scope of Work**

(a) The Contractor shall effectively administer, manage and provide all efforts required under this contract. Efforts are to be performed using facilities and materials provided by the government. Contract personnel will perform various administrative and technical support services tasks associated with:

- (1) data base creation and maintenance
- (2) survey/test construction, distribution, data collection, data processing and statistical analyses
- (3) conduct of laboratory and field experiments

(b) These efforts are part of the overall responsibilities and functions of the Human Resource Research Division of the Civil Aeromedical Institute (CAMI). These efforts include but are not limited to the following research efforts:

- (1) Air Traffic System (ATS) Workforce Analysis and Selection Requirements
- (2) General Aviation Human Factors Research Program
- (3) Optimizing ATS Human Performance
- (4) Design, Testing and Evaluation of New ATS Technologies and System Concepts
- (5) Free Flight: Studies for the Integration of General Aviation.

(c) The efforts to be supported include, but are not limited to, the following Civil Aeromedical Institute (CAMI) research projects:

- (1) Effects of Over-the-Counter Drugs on complex Tasks
- (2) Fatigue and Performance: Contribution of Hypoxia (below 12,500 ft.) in General Aviation (GA) Pilots
- (3) General Aviation: Development and Assessment of Cockpit Display Innovations
- (4) Visual Cues in Judgments During Aircraft Landing
- (5) Evaluation of Color Vision Deficiency as a Performance Factor in Use of Advanced Color-Coded Electronic Aviation Displays
- (6) Information Transfer: Human Factors in Data Linked Systems
- (7) Validation of the Air Traffic Control Specialist Pre-Training Screen (ATCS/PTS)
- (8) Job Satisfaction Surveys: Measurement, Content, Validity, and Linkages to Policy
- (9) Air Traffic Operational Performance Tracking systems
- (10) An Evaluation of the Effectiveness of the 16PF ATCS Applicant Screen Procedure
- (11) Fatigue and Performance: Sleep Management and Fatigue for ATC
- (12) Cognitive and Behavioral Analysis of Operational Errors
- (13) Assessment of Advanced ATC Systems Through the Use of NAS Data
- (14) Assessing Impact of Automation on ATCS Situational Awareness
- (15) Assessing Impact of Expert Systems Technology on controller Performance
- (16) Definition and Study of Situation Awareness in GA Pilots
- (17) Effects of Aging on Pilot Performance

(d) Performance of these support services by the contractor shall conform to all established FAA policies, directives and regulations. Research projects requiring the contractor's services vary in length from a few months to several years. When a new project arises which requires contracting support, the Principal Investigator (PI) for that project will notify the contractor's Project Supervisor (PS) of the specific tasks required so that an appropriate assignment of people to the project can be accomplished. The PS will coordinate with the Contracting Officer Representative (COR) regarding all personnel assignments.

### **C.2 Cost of Services**

The cost of services required under this contract will be based on the composite hourly rates for each labor category. The person-hours shown for each labor category are estimates only and are not an obligation for ordering on the part of the government. The estimated number of people for a given skill is in Full Time Equivalent (FTE) units. This reflects the number of person-hours a year that may be contracted rather than the actual number of people.

### C.3 Administrative Matters

(a) The contractor shall provide a Project Supervisor who shall be the focal point responsible for coordination of all services performed. The name of this supervisor shall be designated in writing. The Project Supervisor shall have full authority to act for the contractor on all matters relating to accomplishment of the services ordered by the FAA. The Project Supervisor's work place shall be physically located within the CAMI building (see C.4(1) and (3)) for the duration of the contract.

(b) The contractor shall implement his proposed and approved quality control program (see H.1) to ensure that the requirements of the contract are met as specified. The contracting officer's representative (COR) or designated representative will submit a report of deficiencies through the Contracting Officer to the contractor in writing any time the contracting services provided fail to meet the contract's requirements. The contractor shall take the necessary actions as specified in the contractor's quality control program to insure that the services required are provided in a satisfactory manner.

(c) By the fifth workday of the succeeding month, the contractor shall submit, to both the Contracting Officer (CO) and the COR, a monthly report of all tasks accomplished, hours worked, dollar amount of salaries paid for each individual in each labor category, overhead charges and any travel that occurred. The CO and/or the COR may periodically contact the contractor for information necessary to clarify actions/costs related to this contract.

(d) The FAA's CO, COR or a designated representative will review all services provided for compliance with applicable policies, directives and regulations specified in this contract.

### C.4 Government Furnished Property and Services

(a) Facilities: The government shall provide to the contractor, without cost, adequate and necessary working space.

(b) Supplies, Material and Equipment: The government shall provide to the contractor, without cost, all office furniture, equipment, supplies and material required to accomplish the specific tasks listed in this performance work statement. All operating expenses, maintenance and repairs of government-provided property will be furnished by the government. The contractor shall reimburse the government for maintenance and repairs due to negligence of the contractor.

(c) Work Site: Contract services will be performed at the Civil Aeromedical Institute (CAMI) in the Human Resource Research Division (AAM-500) offices, 6500 South MacArthur Blvd, Oklahoma City, Oklahoma 73125. Off-site travel may be required in order to attend specialized training, meetings or to collect research data.

(d) Other Services: The FAA will provide guidance, written policies and procedures and familiarization with the established data bases, survey and research protocols, customized computer software and use of equipment to perform a given task. Additional training may be provided, without cost to the contractor, at the discretion of the government.

### C.5 Right of Rejection

The FAA reserves the right to review and approve certified resumes of proposed performers prior to the contractor's final commitment for assignment to any activities under this contract. Furthermore, the FAA reserves the right to direct the contractor to remove any employee who is not performing in accordance with the contract or who the FAA finds unacceptable for other reasons.

### C.6 Required Personnel and Specific Tasks

(a) Project Supervisor: Experience and knowledge of basic human factors and survey research design and elementary statistical analyses such as descriptive statistics (e.g. mean and standard deviation) bivariate correlation and analysis of variance using SPSS-x is a requirement. Knowledge of Microsoft Windows application software (e.g. Word, Excel, Paradox) is desirable. Experience with providing work direction is preferred. Requires a masters degree or equivalent experience in a behavioral science discipline.

(1) Responsible for all personnel actions (e.g., hiring, firing, performance review, conduct and discipline, scheduling leave and arranging work schedules) involving contract personnel to ensure the competent and timely performance of all tasks described in this statement of work.

(2) Writes SPSS-x programs for statistical analyses of human factors experiments and survey research.

(3) Collects and analyzes data.

(4) Prepares charts, graphs and diagrams to support statistical analyses.

- (5) Conducts reviews of the behavioral science research literature.
- (6) Administers research protocols for the Human Factors and Training and Organizational Research laboratories.
- (7) Travels to attend off-site training courses and to support research projects.
- (8) Performs other duties as required to support the research efforts of the Human Resources Research Division.

(b) Research Assistant: Experience and knowledge of basic human factors or survey research design and elementary statistical analyses such as descriptive statistics (e.g. mean and standard deviation) bivariate correlation and analysis of variance using SPSS-x is a requirement. Knowledge of Microsoft Window" application software (e.g., Word, Excel, Paradox) is desirable. Requires a masters degree or equivalent experience in a behavioral science discipline.

- (1) Develops procedures for distributing surveys/tests and administering experiments.
- (2) Develops procedures for processing returned surveys/tests and experimental results.
- (3) Writes SPSS-x programs for statistical analyses of human factors experiments and survey research.

- (4) Collects and analyzes data.
- (5) Executes existing statistical software programs
- (6) Modifies existing statistical programs for data analyses.
- (7) Prepares charts, graphs and diagrams to support statistical analyses.
- (8) Conducts reviews of the behavioral science research literature.
- (9) Administers research protocols for Human Factors and Training and Organizational Research laboratories.

- (10) Formats surveys using word processing software.
- (11) Travels to attend off-site training courses and to collect research data.
- (12) Performs other duties as required to support the research efforts of the Human Resource Research Division.

(c) Computer Programmer: Familiarity with Access, Word, Excel, Powerpoint, SPSS, SAS and Windows 95/98 is desirable. Experience and knowledge of structured programming and techniques for scientific programming, interaction of hardware/software, data management systems, graphics and statistical analysis software, knowledge and experience with a minimum of one of the programming languages (specifically C, C++, Visual C++ and Visual Basic) for personal computers, knowledge and experience with the installation and maintenance of a Windows NT network (to include Server and Workstation) and knowledge and experience with assembling and troubleshooting personal computer hardware is a requirement.

- (1) Develops and codes computer subroutines, ranging in nature from simple to complex.
- (2) Integrates subroutines written in different languages into a complex program.
- (3) Writes computer programs to build large data files and extracts data from existing magnetic tape or disk files for research purposes.
- (4) Writes general purpose and scientific programs using machine level or higher level programming languages and software associated with currently installed computer hardware for a Windows NT network.

- (5) Responsible for insuring that software programming is completely reliable and compatible with existing software and hardware.

- (6) Performs other programming duties as required to support the research efforts of the Human Resource Research Division.

(d) Research Technician: Knowledge and experience in Microsoft Window application software (e.g., Word, Excel, Paradox) is preferred. A bachelor's degree or equivalent experience in a behavioral science discipline is a requirement.

- (1) Administers experimental protocol.
- (2) Performs data collection procedures.
- (3) Verifies information on survey and experimental results.
- (4) Documents data collection and data verification procedures.
- (5) Prepares surveys/tests for optical scanning.
- (6) Scans surveys/tests
- (7) Assigns numerical codes to surveys and experimental subjects
- (8) Enters data into computer using customized data entry programs
- (9) Prepares tables and charts
- (10) Prepares surveys for distribution
- (11) Types/proofs documents and materials
- (12) Shreds sensitive materials/documents

- (13) Picks-up, copies, files documents
- (14) Performs other survey/testing duties as required to support the research efforts of the Human Resource Research Division.

(e) Data Entry Technician: Knowledge and experience in keyboard entry is required. Knowledge and experience with Microsoft Window application software (e.g., Word, Excel) is desirable.

- (1) Manually enters data into personal computer or minicomputer system using customized data entry programs.
- (2) Collates data from several sources.
- (3) Prepares surveys for distribution.
- (4) Examines data records, assigns entry codes, and verifies data fields.
- (5) Matches coded data to records in existing data fields
- (6) Identifies records with missing data and obtains missing data following prescribed protocol (i.e., making phone calls, writing memos, talking to people and referring to documents.
- (7) Processes forms through optical mark scanner.
- (8) Executes computer programs to verify data accuracy
- (9) Prints and distributes computer generated reports
- (10) Copies, files, shreds documents
- (11) Opens and stamps date of arrival of incoming mail
- (12) Picks-up copies, files documents
- (13) Performs other data collection and data entry duties as required to support the research efforts of the Human Resource Research Division.

(f) Air Traffic Control: Subject Matter Experts: Various research projects require input from experienced air traffic controllers. The specific knowledge, skills, and abilities required are defined by the needs of a given research program. The type of research ranges from designing and optimizing job selection, training and performance criteria to participating in human factors research studies and the development of Air Traffic Control simulations.

- (1) Provides subject matter consultation to principle investigator.
- (2) May require travel to attend meetings or support research.

(g) Pilot: Subject Matter Experts: Various research projects require input from experienced pilots. The specific knowledge, skills and abilities required are defined by the needs of a given research program. The type of research ranges from designing and optimizing job selection, training and performance criteria to participating in human factors research studies and the development of flight simulation protocols.

- (1) Provides subject matter consultation to principle investigator.
- (2) May require travel to attend meetings or support research.

#### **PART I - SECTION D PACKAGING AND MARKING**

Not Applicable

#### **PART I - SECTION E INSPECTION AND ACCEPTANCE**

##### **3.1-1      Clauses and Provisions Incorporated by Reference (August 1997)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.10.4-4      Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)
- 3.10.4-5      Inspection--Time-and-Material and Labor-Hour (April 1996)

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**F.1 Contract Period (JAN 1997) CLA.1604**

The effective period of this contract is one year from October 23, 1999, or date of award, whichever is later. The base period is followed by four (4) one-year option periods to be exercised at the sole discretion of the Government.

**F.2 Authorized Performance (JAN 1997) CLA.0168**

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

**F.3 Working Hours (JAN 1997) CLA.1229**

Work at the site shall be accomplished during an 8-hour day between the hours of 6 a.m. and 5:30 p.m., Monday through Friday, excluding federally-established holidays, with the preferred shift being 7:30 a.m. to 4:00 p.m.

**F.4 Travel Costs (JAN 1997) CLA.1023  
(Not to be included in cost proposals)**

(a) The Government shall reimburse the contractor for actual transportation and subsistence cost incurred by Contractor personnel, as necessary, to perform the services under this contract.

(b) Less costly air travel (such as tourist, air shuttle, etc.) shall be utilized to the extent accommodations are available and adequately service the contractor's needs. In no event shall reimbursable transportation costs exceed the cost of first class plane fare (limited to coach airfare where applicable). Expenses for travel hereunder by motor other than common carrier shall be reimbursed on a mileage basis at the rate set out in the Joint Travel Regulations, per vehicle, plus necessary tolls in lieu of actual expenses of such travel.

(c) The actual cost of subsistence will be reimbursed by the Government, provided that such costs do not exceed the cost allowed by the provisions of the Federal Travel Regulations FPMR 101-7, as amended, issued by the General Services Administration (GSA) and available from the Superintendent of Documents, U. S. Government Printing Office, Washington, DC 20402, phone (202) 783-3238.

**F.5 Change to Individual Delivery Order Schedule (JAN 1997) CLA.1137**

(a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.

(b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.

(c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.

(d) This clause shall not limit the Government's rights under the Default clause.

**3.2.4-34 Option to Extend Services (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

**3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**PART I - SECTION G  
CONTRACT ADMINISTRATION DATA**

**G.1 Incremental Funding (JAN 1997) CLA.2604**

(a) The Government reserves the right to incrementally fund this contract on a periodic basis to promote efficiency in the utilization of fiscal allotments through the routine budget process or the use of interim funding measures such as under congressional "continuing resolution" procedures.

(b) Delivery orders will be periodically issued to provide a not-to-exceed amount of funds. Such amount will be sufficient to cover contract performance for the period specified in the order, plus an estimated cost for terminating the contract should additional funds not be available to continue performance under the contract.

(c) This clause becomes inoperative when the contract period is fully funded.

**G.2 Invoicing Procedures - General (JUL 1997) (REV) CLA.0135**

(a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, as follows:

(1) The original to: FAA, Mike Monroney Aeronautical Center  
Financial Operations Division (AMZ-100)  
P.O. Box 25710  
Oklahoma City, OK 73125-4913

(b) Payment for work performed under this contract is subject to approval by the contracting officer. The contractor shall submit one copy of each invoice to each of the following:

(2) One copy to: FAA, Mike Monroney Aeronautical Center  
Human Factors Research Lab  
AAM-510, Kevin W. Williams  
P.O. Box 25082  
Oklahoma City, OK 73125

One copy to: FAA, Mike Monroney Aeronautical Center  
Contract Management Team, AMQ-340  
P.O. Box 25082  
Oklahoma City, OK 73125

(c) Invoices shall be submitted on a bi-weekly basis. Each invoice shall include a time utilization report (TUR) for each employee reflecting the contract number, delivery order number, identification of each task, hourly rate and hours actually performed by skill level or labor category. All direct charges, including travel required in support of the contract, shall be certified by the contractor at time of submission of invoice.

**G.3 Option to Extend Services (JAN 1997)**

**CLA.0116**

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

**PART I - SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H.1 Quality Control**

(a) The contractor shall establish a quality control program to insure that the requirements of the contract are met as specified. The COR, or designated representative, shall notify the contractor in writing any time the contracting services provided fail to meet the contract's requirements. The contractor shall then take the necessary actions as specified in the contractor's quality control program to insure that the services required are being provided.

(b) During the period of performance of this contract, the contractor or designated representative, shall submit a monthly report of all tasks accomplished, hours worked, dollar amount of salaries paid for each individual in a given labor category, overhead charges, and any travel that occurred to the FAA's contracting officer (CO) and the COR. The CO and/or the COR may periodically contact the contractor for additional accounting information related to this contract.

(c) The FAA's CO and COR, or a designated representative, will review the work performed for compliance with all applicable policies, directives and regulations specified in this contract.

**H.2 Qualifications of Employees (JAN 1998)**

**CLA.1262**

The Contracting Officer may, by written notice, require removal from contract work those employees who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, those employees determined in violation of VSIP, or whose continued presence on Government property is deemed contrary to the public interest or inconsistent with actual or apparent Government policies. The Contractor shall fill out, and cause each of its employees on the contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the Contracting Officer, the Contractor's employees shall be fingerprinted. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the Immigration and Naturalization Service that employment will not affect his/her immigration status.

**H.3 Aeronautical Center Regulations (JAN 1997)**

**CLA.3402**

Contractor personnel, including employees of subcontractors, suppliers, etc., working or visiting the worksite, shall abide by all appropriate traffic, parking, security, and airport regulations in effect at the Mike Monroney Aeronautical Center/Will Rogers World Airport.

**H.4 Computer Programmers and Systems Analysts (JAN 1997)**

**CLA.4525**

(a) The Department of Labor has determined that computer programmers and systems analysts are not in the learned professions for purposes of an exemption from the Service Contract Labor Standards Act, 41 U.S.C. Sections 351-358, as amended. This determination is published at 29 C.F.R. Section 541-302(h).

(b) Therefore, the Service Contract Act must be included in this contract unless the contractor can provide signed certifications and supporting evidence acceptable to the Contracting Officer that all computer programmers and systems analysts (including trainees) whose services will be acquired under this contract are either:

(1) Engaged in managerial and administrative duties which qualify them for exemption under 29 C.F.R. 541.1 or 541.2, or

(2) High salaried professional employees as defined in 29 C.F.R. 541-315.

(i) Compensated on a salary or fee basis at a rate of at least \$250 per week exclusive of board, lodging, or other facilities, and

(ii) Whose primary duty consists of the performance of work requiring knowledge of an advanced type in a field of science or learning which includes work requiring the constant exercise of discretion and judgment.

**H.5 Contract Shutdown Procedures Pending Appropriations  
for New Fiscal Year (JAN 1997)**

**CLA.1051**

(a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.

(b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

**H.6 Direct Hourly Labor Rate (JAN 1997)**

**CLA.0125**

The purpose of this clause is to require the contractor to pay the labor rates which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

(a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.

(b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.

(c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.

(d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

**NOTE:**

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

**EXAMPLE**

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

<u>Labor Category</u>	<u>Rate Paid</u>	<u>Actual Labor Worked</u>	<u>Hours Dollars</u>	<u>Total Labor</u>
Contract Skill I	Employee A - \$22.00		100	\$ 2,200.00
	Employee B - \$20.00		100	2,000.00
	Employee C - \$19.00		100	1,900.00
	Employee D - \$19.50		100	1,950.00
Invoice Total			400	\$ 8,050.00
Previous Totals (All other invoices)			4,000	79,950.00
Cumulative Total			<u>4,400</u>	<u>\$88,000.00</u>



Cumulative Weighted Average:  $\$88,000 / 4,400 \text{ hours} = \$20.00$   
 Cumulative Amount Billed:  $\$38.00 \times 4,400 \text{ hours} = \$167,200$

Contract Skill II	Employee G - \$18.00	100	\$ 1,800.00
	Employee H - \$19.00	100	1,900.00
	Employee J - \$18.50	100	1,850.00
Invoice Total		300	\$ 5,550.00
Previous Totals (All other invoices)		4,000	74,400.00
Cumulative Total		<u>4,300</u>	<u>\$79,950.00</u>

Cumulative Weighted Average  $\$79,950 / 4,300 \text{ hours} = \$18.59$   
 Cumulative Amount Billed:  $\$32.00 \times 4,300 \text{ hours} = \$137,600$

#### Final Billing Adjustment

##### Skill I

Wage ratio 93% ( $\$20.00/\$21.50$ ), Variance 7% (100%-93%),  
 Adjustment 5% (98%-93%)  
 Credit to Government \$8,360 ( $\$167,200 \times 5\%$ )

##### Skill II

Wage ratio 99% ( $\$18.59/\$18.75$ ), Variance 1% (100%-99%),  
 Adjustment 0% (98%-99%)  
 Credit to Government \$-0- ( $\$137,600 \times 0\%$ )

#### H.7 Government Issued Key/Identification Badges and Vehicle Decals (APRIL 1998)

CLA.3403

(a) It may become necessary for the Government to issue keys, identification (ID) cards or vehicle decals to contractor personnel. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such government issued items to the issuing office with notification to the Contracting Officer Representative (COR). When contract employees who have been issued such items, either directly by the Government or through the contract supervisor, no longer require them to perform the work, the Government issued items shall be returned to the Government within three work days. Additionally, unauthorized duplication or use of such keys, ID cards or decals is a violation of security procedures and is prohibited.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200 for each key, ID card, or vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flightline identification card and, for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.

(d) The Government retains the right to inspect, inventory, or audit the ID cards, keys, vehicle decals and RUSCARDS issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for to the satisfaction of the Government shall be assumed to be lost and the provisions of paragraph (b) shall apply.

(e) Keys shall be obtained from the COR who will require the contractor to sign a receipt for each key obtained. Lost keys or identification media shall immediately be reported concurrently to the Contracting Officer (CO), COR, the Civil Aviation Security Division, AMC-700 and the Office of Facility Management, AMP-300. RUSCARD keys shall be handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Mike Monroney Aeronautical Center, shall prominently display his/her identification card. Such ID card shall be in an unexpired state, unless waived by AMC-700.

(1) Arrangements for ID card preparation, including photographs and laminating, can be made by contacting the Aeronautical Center guards at (405) 954-4620. The Aeronautical Center guard office is located in Room 151 of Headquarters Building.

(2) To obtain the ID card each employee shall submit an Identification Card/Credential Application, (DOT 1681), signed by the employee and authorized by the CO or the COR. The DOT 1681 should be submitted at the same time the personnel security investigation paperwork required by Clause 0088, Security Investigation of Contractor Personnel is submitted. These forms should be submitted to the Aeronautical Center guards in Headquarters Building, Room 151. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures.

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be retained by the Government for accountability purposes.

**H.8 Contract Performance with Former Government Employees CLA.4527  
(SEP 1998)**

(a) After contract award or the effective date this clause is incorporated into the contract by modification, the Contractor agrees not to allow any former Government employee, who separated from Government service with a Voluntary Separation Incentive Payment (VSIP), to perform work on this contract before receipt of non-objection by the Contracting Officer.

(b) The contractor shall notify the Contracting Officer in advance of any proposed work or change in work to be done under this contract by a former government "buyout" employee. Such written notification shall include:

- (1) employee's full name and date of separation from Government service,
- (2) name and location of former Government agency of employment, and
- (3) either evidence of any one of the following:
  - (i) repayment of the separation incentive or a court approved settlement, or
  - (ii) a waiver of repayment granted under authority of the statute(s) or
  - (iii) that five years have lapsed since separation from government service; or
- (4) proposed job title, work location and "a detailed statement of work to be performed by the former employee" under the contract

(c) The contracting officer's non-objection described in (a) above is at the sole discretion of the Government. In no event shall the Government's decision under (a) above with respect to any person, or the length of time to arrive at the decision, constitute grounds for adjustment of the contract price, or the contract performance or delivery requirements.

**H.9 Notification of Criminal Activity by Contract Employee (JAN 1997) CLA.0069**

Upon learning that a contract employee has been charged by a law enforcement agency for any offense other than minor traffic offense, the contractor shall be required to provide written notification within one workday to the Contracting Officer. The Contracting Officer shall then notify AMC-700 in writing. A traffic offense will be considered minor when the maximum fine that could be imposed is \$100 or less.

**H.10 Safety and Health (JAN 1997) CLA.0090**

(a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:

(1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).

(2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) and applicable rules and regulations as may have been delegated to the States.

(3) Supplemental FAA safety and health requirements contained in FAA Order 3900.19A and Order AC3900.21E, Chg 1, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute, American Society of Testing and Materials (ASTM), AC 3940.1C (Procedures for handling injury, illness, or fire at the Mike Monroney Aeronautical Center), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1000 classification series entitled, "Administration, Management, and Policies -- General."

(b) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

(c) If the Contractor fails or refuses to promptly comply with any safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. When satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.

(d) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection provided to Government employees.

(e) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

#### H.11

#### Security Investigation of Contractor Personnel (APRIL 1998)

CLA.0088

(a) A background investigation will be required for each contractor employee, including all subcontractors, having a requirement to visit or work unescorted by Government personnel at the Mike Monroney Aeronautical Center (MMAC) under this contract. The type of investigation will depend on what the Government requires for a particular position. The contractor will be advised of the security designation level for contract positions by the Contracting Officer or his/her designated representative.

(b) The completed security forms prescribed herein for initiating the required security investigations must be submitted to the Civil Aviation Security Division (AMC-700) prior to contractor employees being allowed access to the contract work area and prior to their access to Government information under this contract:

(1) (Level 1) Non-Sensitive Positions:

(A) Standard Form 85, Questionnaire for Non-sensitive Positions, revised September 1995. The SF-85 shall be completed (all questions answered) in accordance with the instruction sheet. Standard Form 85P may be required for other levels.

(B) Optional Form 306, Declaration for Federal Employment, revised September 1994. Answer questions 1, 7, 8-12, 15, and 16a.

(C) One single sheet fingerprint chart (FD-258). The FD258 shall be written in ink or typewritten with all answerable question blocks completed.

(c) Fingerprinting facilities are available at the Aeronautical Center Guard Office located in room 151 Headquarters Building. Arrangement for using the fingerprinting facilities may be made by contacting the Aeronautical Center Security guards by phone at (405) 954-4620. Forms must be signed and dated within the 60-day period preceding submission.

(d) If a contract employee has had a previous background investigation completed by a federal Government entity, further investigation may not be necessary. Provide in writing to AMC-700 the name, date of birth, the name of the investigating entity, and approximate date the background was completed. Contractor personnel will be denied access to the worksite and access to sensitive information until the authorization for that employee is obtained from AMC-700.

(e) The contractor shall furnish to AMC-700, with a copy to the Contracting Officer (CO) and the designated Contracting Officer's Representative (COR), the following monthly report on or before the fifth day of each month following the report month.

(1) A complete listing by full name in alphabetical order with date of birth of all contractor personnel who worked at the MMAC anytime during the report month. Each person's dates of employment during the report month (i.e., hired and terminated) shall be included in the listing. Also, include those employees on furlough or not working at MMAC who still hold MMAC ID's or keys.

(2) The list will show the shift(s) worked by that person and location of that person's worksite (i.e., building, room, area, etc.).

(f) The contractor shall notify AMC-700 within one (1) workday of any employee's termination.

H.12

**Agreement to Participate in Alternative Dispute Resolution  
(APRIL 1998)**

CLA.4540

(a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.

(b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.13

**Wage Determination**

Service Contract Act Wage Determination No. 94-2431, revision no. 10, is incorporated as attachment #1 and made a part hereof. The following skill categories are subject to the terms of the Service contract Act of 1965, as amended: Research Assistant, Computer Programmer, Research Technician and Data Entry Technician.

3.8.2-17

**Key Personnel and Facilities (July 1996)**

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Project Supervisor

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[List key personnel and/or facilities]

**PART II - SECTION I  
CONTRACT CLAUSES**

3.2.4-16

**Ordering (October 1996)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective period of the contract stated in the Schedule.

(b) All delivery orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order and this contract, the contract shall control.

(c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### **3.2.4-17 Order Limitations (October 1996)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 40 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the number of hours shown in Section B for that item;

(2) Any order for a combination of items in excess of the number of hours shown in Section B; or

(3) A series of orders from the same ordering office within 90 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

### **3.2.4-19 Requirements (October 1996)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

### **3.1-1 Clauses and Provisions Incorporated by Reference (August 1997)**

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

- 3.2.2.3-1 False Statements in Offers (April 1996)
- 3.2.2.3-8 Audit and Records (April 1996)
- 3.2.2.3-33 Order of Precedence (November 1997)
- 3.2.5-1 Officials Not to Benefit (April 1996)

- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-11 Drug Free Workplace (April 1996)
- 3.3.1-1 Payments (April 1996)
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts Alternate II (October 1996)
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- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.10.1-12 Changes--Fixed-Price Alternate I (April 1996)
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- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)
- 3.10.6-7 Excusable Delays (October 1996)

**3.2.5-12 Notice of Employment of Former United States Government Employees (Service Contracts) (November 1997)**

(a) This clause implements the Federal Workforce Restructuring Act of 1994 ("Buyout"), P.L. 103-226. The following requirements apply to any contract, task order, or other arrangement for service contracts entered into after March 30, 1994 and immediately upon knowledge of such arrangements.

(b) The offeror shall provide, along with the submittal, the following notice and certification of employment of employee(s) who were previously employed by the United States Government and received

the voluntary separation incentive payment ("buyout"). This notice is required immediately upon the Contractor's knowledge at any time during the contract period. The Contractor shall provide notice to employees that in accordance with the buyout legislation, the buyout employee performing on a personal service contract for the United States Government is required to repay the buyout incentive.

**NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT EMPLOYEES  
(SERVICE CONTRACTS)**

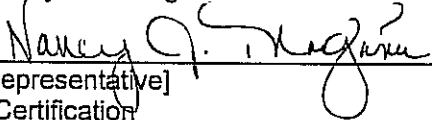
The following individuals are former United States Government employees who are presently employed by Omni Corporation [company name].

Employee's Name	Former Agency of Employment	Description of Contract Task	Subcontractor	Date of Separation from Agency

X This company has not hired and does not intend to hire any former United States Government employees who took the buyout.

**Contractor's Certification**

On behalf of Omni Corporation [company's name] I certify that the above information is accurate and complete to the best of my knowledge.

Nancy J. Magana   
[Name of Company Representative]  
Contracting Officer's Certification

I have reviewed the above information and have determined that:

       The buyout legislation has not been violated

       The employment is in violation of the buyout legislation and the employee is required to repay the incentive payment. The contractor shall remind the employee of his/her obligation to pay.

\_\_\_\_\_  
[Contracting Officer's Name]

\_\_\_\_\_  
Date

**3.3.1-10 Availability of Funds (April 1996)**

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)**

Funds are not presently available for performance under this contract beyond the current governmental fiscal year. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond the current governmental fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

**3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
Project Supervisor, GS-9	\$17.41
Research Assistant, GS-8	\$15.76
Computer Programmer, GS-9	\$17.41
Research Technician, GS-5	\$11.49
Data-Entry Technician, GS-4	\$10.27
Air Traffic Controller, GS-14	\$35.47
Pilot, GS-14	\$35.47

**3.9.1-1 Contract Disputes (August 1998)**

(a) All contract disputes arising under or related to this contract, shall be resolved under this clause, and through the Federal Aviation Administration (FAA) Dispute Resolution System. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. The decision of the FAA shall be considered a final agency decision only after a contractor has exhausted its administrative remedies for resolving a contract dispute under the FAA Dispute Resolution System.

(b) Contract Dispute, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A contract dispute arising under a contract, unlike a contract dispute relating to that contract, is a dispute that can be resolved under a contract clause that provides for the relief sought by the contracting party seeking relief. However, a voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a contract dispute. Such submission may be converted to a contract dispute by written notice, to the Contracting Officer, that it is disputed either as to liability or amount.

(c) A contract dispute shall be made in writing and signed by a duly authorized representative of the contractor or the government. At a minimum, a contract dispute shall include a statement of facts, adequate supporting data, and a request for relief. Unless otherwise stated in this contract, a contract dispute by the contractor against the government shall be submitted to the Contracting Officer within 6 months after the accrual of the contract dispute.

(d) The Contracting Officer's decision concerning a contract dispute shall be binding on the parties, unless the contractor refers the matter to the FAA Office of Dispute Resolution for Acquisition.

(e) If a contract dispute cannot be resolved at the Contracting Officer level, the matter may be referred, by either party, to the FAA Office of Dispute Resolution for Acquisition for final agency disposition. Such referrals must be in writing directed to the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration  
400 Seventh Street, S.W.  
Room 8332  
Washington, DC 20590

Phone: (202) 366-6400  
Fax: (202) 366-7400



(f) The Office of Dispute Resolution for Acquisition will promulgate procedures and time limitations relevant to contract disputes, which will be described in a provision to be included in this contract or incorporated by reference herein.

(g) When a contract dispute is filed with the FAA Office of Dispute Resolution for Acquisition, a Dispute Resolution Officer will be assigned to the matter. The Dispute Resolution Officer may use any form of alternative dispute resolution to settle a contract dispute, including, but not limited to, informal communication, mediation, fact-finding, and binding or nonbinding arbitration. Binding arbitration may be employed only if the contractor and the FAA agree to use this method to resolve the merits of the contract dispute.

(h) If binding arbitration is agreed to, the decision of the Dispute Resolution Officer will become a final agency decision, unless the FAA Administrator indicates nonconcurrence with the decision, in writing, within 5 business days after the date that the decision is issued. If the FAA Administrator nonconcurs with the decision and issues a contrary determination, then that determination becomes the final agency decision concerning the merits of the contract dispute.

(i) If the parties have not agreed to binding arbitration and are unable to reach an agreement on the merits of the contract dispute through alternative dispute resolution, then the Dispute Resolution Officer will issue a recommendation for the final disposition of the matter. The Dispute Resolution Officer will then provide the recommendation to the FAA Administrator, who will make a final agency decision concerning the merits of the contract dispute.

(j) When the Dispute Resolution Officer determines that a contract dispute is frivolous or has no basis in fact or law, a summary decision may be issued as the Dispute Resolution Officer's recommendation to the FAA Administrator. The FAA Administrator will then issue a final agency decision concerning the merits of the contract dispute.

(k) The FAA will require continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending final decision on a contract dispute related to this contract.

(l) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate, fixed by the Secretary of the Treasury, which is applicable to the period during which the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pending contract dispute.

(m) To the extent that a final agency decision is subject to judicial review, such review will be pursuant to 49 U.S.C. 46110. If the parties have agreed to binding arbitration, the decision of the Dispute Resolution Officer (unless overruled by the FAA Administrator) will be final. A final agency decision which is the result of binding arbitration (not overruled by the Administrator) will not be subject to judicial review absent fraud, corruption, misconduct, or manifest disregard of the law.

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

- (1) Cancel the stop-work order; or
- (2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or
- (3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

**PART III - SECTION J  
LIST OF ATTACHMENTS**

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>DATE</u>	<u>NO. OF PAGES</u>
1	U.S. Department of Labor Wage Determination 94-2431 (Rev 10)	6/1/98	9
2	Negotiated Direct Hourly Labor Rates (To be incorporated by reference at time of contract award.)		1

REGISTER OF WAGE DETERMINATION UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
Washington, D.C. 20210

Wage Determination No.: 94-2431

Revision No.: 10

Date of Last Revision: 06/01/1998

Division of

Wage Determinations

State(s): Oklahoma

Areas: Oklahoma COUNTIES OF Alfalfa, Atoka, Beckham, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Coal, Custer, Dewey, Ellis, Garfield, Garvin, Grady, Grant, Harper, Hughes, Johnston, Kingfisher, Lincoln, Logan, Love, McClain, Major, Marshall, Murray, Noble, Oklahoma, Payne, Pontotoc, Pottawatomie, Roger Mills, Seminole, Washita, Woods, Woodward

\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination Follow The Occupational Listing \*\*

OCCUPATION CODE AND TITLE

MINIMUM HOURLY WAGE

Administrative Support and Clerical Occupations:

01011 Accounting Clerk I	\$ 7.75
01012 Accounting Clerk II	\$ 8.53
01013 Accounting Clerk III	\$ 10.93
01014 Accounting Clerk IV	\$ 14.61
01030 Court Reporter	\$ 11.90
01050 Dispatcher, Motor Vehicle	\$ 11.90
01060 Document Preparation Clerk	\$ 8.91
01070 Messenger (Courier)	\$ 9.17
01090 Duplicating Machine Operator	\$ 8.91
01110 Film/Tape Librarian	\$ 9.55
01115 General Clerk I	\$ 7.33
01116 General Clerk II	\$ 7.94
01117 General Clerk III	\$ 10.06
01118 General Clerk IV	\$ 14.49
01120 Housing Referral Assistant	\$ 13.03
01131 Key Entry Operator I	\$ 8.41
01132 Key Entry Operator II	\$ 9.54
01191 Order Clerk I	\$ 7.50
01192 Order Clerk II	\$ 10.36
01261 Personnel Assistant (Employment) I	\$ 8.75
01262 Personnel Assistant (Employment) II	\$ 9.55
01263 Personnel Assistant (Employment) III	\$ 11.90
01264 Personnel Assistant (Employment) IV	\$ 13.80
01270 Production Control Clerk	\$ 13.03
01290 Rental Clerk	\$ 9.55
01300 Scheduler, Maintenance	\$ 9.55
01311 Secretary I	\$ 9.55
01312 Secretary II	\$ 11.90
01313 Secretary III	\$ 13.80
01314 Secretary IV	\$ 15.51
01315 Secretary V	\$ 16.43
01320 Service Order Dispatcher	\$ 9.55
01341 Stenographer I	\$ 8.50
01342 Stenographer II	\$ 9.55
01400 Supply Technician	\$ 15.27
01420 Survey Worker (Interviewer)	\$ 11.90

WAGE DETERMINATION NO.: 94-2431 (Rev.10) ISSUE DATE: 06/01/1998

01460 Switchboard Operator-Receptionist	\$ 7.97
01510 Test Examiner	\$ 11.90
01520 Test Proctor	\$ 11.90
01531 Travel Clerk I	\$ 7.85
01532 Travel Clerk II	\$ 8.24
01533 Travel Clerk III	\$ 8.64
01611 Word Processor I	\$ 7.35
01612 Word Processor II	\$ 8.80
01613 Word Processor III	\$ 9.55

**Automatic Data Processing Occupations:**

03010 Computer Data Librarian	\$ 7.80
03041 Computer Operator I	\$ 8.00
03042 Computer Operator II	\$ 9.95
03043 Computer Operator III	\$ 13.20
03044 Computer Operator IV	\$ 14.28
03045 Computer Operator V	\$ 15.83
03071 Computer Programmer I 1/	\$ 13.24
03072 Computer Programmer II 1/	\$ 15.19
03073 Computer Programmer III 1/	\$ 18.78
03074 Computer Programmer IV 1/	\$ 21.84
03101 Computer Systems Analyst I 1/	\$ 19.93
03102 Computer Systems Analyst II 1/	\$ 22.30
03103 Computer Systems Analyst III 1/	\$ 25.59
03160 Peripheral Equipment Operator	\$ 7.80

**Automotive Service Occupations:**

05005 Automobile Body Repairer, Fiberglass	\$ 15.11
05010 Automotive Glass Installer	\$ 13.60
05040 Automotive Worker	\$ 13.60
05070 Electrician, Automotive	\$ 14.36
05100 Mobile Equipment Servicer	\$ 12.12
05130 Motor Equipment Metal Mechanic	\$ 15.11
05160 Motor Equipment Metal Worker	\$ 13.60
05190 Motor Vehicle Mechanic	\$ 15.11
05220 Motor Vehicle Mechanic Helper	\$ 11.35
05250 Motor Vehicle Upholstery Worker	\$ 12.86
05280 Motor Vehicle Wrecker	\$ 13.60
05310 Painter, Automotive	\$ 14.36
05340 Radiator Repair Specialist	\$ 13.60
05370 Tire Repairer	\$ 12.12
05400 Transmission Repair Specialist	\$ 15.11

**Food Preparation and Service Occupations:**

07010 Baker	\$ 8.73
07041 Cook I	\$ 7.26
07042 Cook II	\$ 8.73
07070 Dishwasher	\$ 6.15
07100 Food Service Worker (Cafeteria Worker)	\$ 6.15
07130 Meat Cutter	\$ 8.73
07250 Waiter/Waitress	\$ 6.52

**Furniture Maintenance and Repair Occupations:**

09010 Electrostatic Spray Painter	\$ 14.36
09040 Furniture Handler	\$ 10.18
09070 Furniture Refinisher	\$ 14.36
09100 Furniture Refinisher Helper	\$ 11.35
09110 Furniture Repairer, Minor	\$ 12.86
09130 Upholsterer	\$ 14.36

WAGE DETERMINATION NO.: 94-2431 (Rev.10) ISSUE DATE: 06/01/1998

**General Service and Support Occupations:**

11030 Cleaner Vehicles	\$ 6.15
11060 Elevator Operator	\$ 6.15
11090 Gardener	\$ 7.75
11121 Housekeeping Aide I	\$ 5.72
11122 Housekeeping Aide II	\$ 6.15
11150 Janitor	\$ 6.15
11210 Laborer, Grounds Maintenance	\$ 6.52
11240 Maid or Houseman	\$ 5.72
11270 Pest Controller	\$ 8.24
11300 Refuse Collector	\$ 6.15
11330 Tractor Operator	\$ 7.27
11360 Window Cleaner	\$ 6.52

**Health Occupations:**

12020 Dental Assistant	\$ 9.84
12040 Emergency Medical Technician / Paramedic Ambulance Driver	\$ 9.84
12071 Licensed Practical Nurse I	\$ 7.83
12072 Licensed Practical Nurse II	\$ 8.79
12073 Licensed Practical Nurse III	\$ 9.84
12100 Medical Assistant	\$ 8.79
12130 Medical Laboratory Technician	\$ 8.79
12160 Medical Record Clerk	\$ 8.79
12190 Medical Record Technician	\$ 12.18
12221 Nursing Assistant I	\$ 6.38
12222 Nursing Assistant II	\$ 7.18
12223 Nursing Assistant III	\$ 7.83
12224 Nursing Assistant IV	\$ 8.79
12250 Pharmacy Technician	\$ 10.96
12280 Phlebotomist	\$ 8.79
12311 Registered Nurse I	\$ 12.18
12312 Registered Nurse II	\$ 14.90
12313 Registered Nurse II, Specialist	\$ 14.90
12314 Registered Nurse III	\$ 18.03
12315 Registered Nurse III, Anesthetist	\$ 18.03
12316 Registered Nurse IV	\$ 21.61

**Information and Arts Occupations:**

13002 Audiovisual Librarian	\$ 15.51
13011 Exhibits Specialist I	\$ 14.28
13012 Exhibits Specialist II	\$ 15.79
13013 Exhibits Specialist III	\$ 19.71
13041 Illustrator I	\$ 14.28
13042 Illustrator II	\$ 15.79
13043 Illustrator III	\$ 19.71
13047 Librarian	\$ 15.07
13050 Library Technician	\$ 10.70
13071 Photographer I	\$ 10.59
13072 Photographer II	\$ 13.07
13073 Photographer III	\$ 15.79
13074 Photographer IV	\$ 19.71
13075 Photographer V	\$ 22.62

**Laundry, Drycleaning, Pressing and Related Occups:**

15010 Assembler	\$ 5.36
15030 Counter Attendant	\$ 5.36
15040 Dry Cleaner	\$ 7.26
15070 Finisher, Flatwork, Machine	\$ 5.36

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15090 Presser, Hand	\$ 5.36
15100 Presser Machine, Drycleaning	\$ 5.36
15130 Presser Machine, Shirts	\$ 5.36
15160 Presser Machine, Wearing Apparel, Laundry	\$ 5.36
15190 Sewing Machine Operator	\$ 7.79
15220 Tailor	\$ 8.15
15250 Washer, Machine	\$ 5.99

**Machine Tool Operation and Repair Occupations:**

19010 Machine-Tool Operator (Toolroom)	\$ 14.36
19040 Tool and Die Maker	\$ 19.52

**Materials Handling and Packing Occupations:**

21010 Fuel Distribution System Operator	\$ 12.12
21020 Material Coordinator	\$ 12.22
21030 Material Expediter	\$ 12.22
21040 Material Handling Laborer	\$ 9.20
21050 Order Filler	\$ 11.34
21071 Forklift Operator	\$ 11.07
21080 Production Line Worker (Food Processing)	\$ 11.07
21100 Shipping/Receiving Clerk	\$ 10.21
21130 Shipping Packer	\$ 10.21
21140 Store Worker I	\$ 9.69
21150 Stock Clerk (Shelf Stocker; Store Worker II)	\$ 10.87
21210 Tools and Parts Attendant	\$ 11.07
21400 Warehouse Specialist	\$ 11.07

**Mechanics and Maintenance and Repair Occupations:**

23010 Aircraft Mechanic	\$ 15.11
23040 Aircraft Mechanic Helper	\$ 11.35
23050 Aircraft Quality Control Inspector	\$ 15.88
23060 Aircraft Servicer	\$ 12.86
23070 Aircraft Worker	\$ 13.60
23100 Appliance Mechanic	\$ 14.36
23120 Bicycle Repairer	\$ 12.12
23125 Cable Splicer	\$ 15.11
23130 Carpenter, Maintenance	\$ 14.36
23140 Carper Layer	\$ 13.60
23160 Electrician, Maintenance	\$ 15.11
23181 Electronics Technician, Maintenance I	\$ 12.57
23182 Electronics Technician, Maintenance II	\$ 18.91
23183 Electronics Technician, Maintenance III	\$ 21.21
23260 Fabric Worker	\$ 12.86
23290 Fire Alarm System Mechanic	\$ 15.11
23310 Fire Extinguisher Repairer	\$ 12.12
23340 Fuel Distribution System Mechanic	\$ 15.11
23370 General Maintenance Worker	\$ 13.60
23400 Heating, Refrigeration and Air-Conditioning Mechanic	\$ 15.11
23430 Heavy Equipment Mechanic	\$ 15.11
23440 Heavy Equipment Operator	\$ 15.11
23460 Instrument Mechanic	\$ 15.11
23470 Laborer	\$ 7.07
23500 Locksmith	\$ 14.36
23530 Machinery Maintenance Mechanic	\$ 15.00
23550 Machinist, Maintenance	\$ 15.11
23580 Maintenance Trades Helper	\$ 11.35
23640 Millwright	\$ 15.11
23700 Office Appliance Repairer	\$ 14.36
23740 Painter, Aircraft	\$ 14.36
23760 Painter, Maintenance	\$ 14.36

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23790 Pipefitter, Maintenance	\$ 15.11
23800 Plumber, Maintenance	\$ 14.36
23820 Pneumatic Systems Mechanic	\$ 15.11
23850 Rigger	\$ 15.11
23870 Scale Mechanic	\$ 13.60
23890 Sheet-Metal Worker, Maintenance	\$ 15.11
23910 Small Engine Mechanic	\$ 13.60
23930 Telecommunications Mechanic I	\$ 15.11
23931 Telecommunications Mechanic II	\$ 15.88
23950 Telephone Lineman	\$ 15.11
23960 Welder, Combination, Maintenance	\$ 15.11
23965 Well Driller	\$ 15.11
23970 Woodcraft Worker	\$ 15.11
23980 Woodworker	\$ 12.12

**Personal Needs Occupations:**

24570 Child Care Attendant	\$ 8.13
24580 Child Care Center Clerk	\$ 10.13
24600 Chore Aide	\$ 5.72
24630 Homemaker	\$ 11.26

**Plant and System Operation Occupations:**

25010 Boiler Tender	\$ 15.11
25040 Sewage Plant Operator	\$ 14.36
25070 Stationary Engineer	\$ 15.11
25190 Ventilation Equipment Tender	\$ 11.35
25210 Water Treatment Plant Operator	\$ 14.36

**Protective Service Occupations:**

27004 Alarm Monitor	\$ 9.25
27006 Corrections Officer	\$ 10.60
27010 Court Security Officer	\$ 11.47
27040 Detention Officer	\$ 10.60
27070 Firefighter	\$ 10.49
27101 Guard I	\$ 6.53
27102 Guard II	\$ 9.57
27130 Police Officer	\$ 13.33

**Stevedoring/Longshoreman Occupational Services:**

28010 Blocker and Bracer	\$ 13.27
28020 Hatch Tender	\$ 13.27
28030 Line Handler	\$ 13.27
28040 Stevedore I	\$ 12.55
28050 Stevedore II	\$ 14.01

**Technical Occupations:**

29010 Air Traffic Control Specialist, Center 2/	\$ 23.45
29011 Air Traffic Control Specialist, Station 2/	\$ 16.17
29012 Air Traffic Control Specialist, Terminal 2/	\$ 17.81
29023 Archeological Technician I	\$ 11.40
29024 Archeological Technician II	\$ 12.76
29025 Archeological Technician III	\$ 15.79
29030 Cartographic Technician	\$ 15.79
29035 Computer Based Training (CBT) Specialist/Instructor	\$ 18.28
29040 Civil Engineering Technician	\$ 15.79
29061 Drafter I	\$ 9.37
29062 Drafter II	\$ 10.83
29063 Drafter III	\$ 14.28

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29064 Drafter IV	\$ 15.65
29081 Engineering Technician I	\$ 10.54
29082 Engineering Technician II	\$ 13.20
29083 Engineering Technician III	\$ 14.50
29084 Engineering Technician IV	\$ 18.78
29085 Engineering Technician V	\$ 21.68
29086 Engineering Technician VI	\$ 24.88
29090 Environmental Technician	\$ 15.79
29100 Flight Simulator/Instructor (Pilot)	\$ 22.30
29150 Graphic Artist	\$ 18.28
29160 Instructor	\$ 16.60
29210 Laboratory Technician	\$ 12.65
29240 Mathematical Technician	\$ 18.16
29361 Paralegal/Legal Assistant I	\$ 11.90
29362 Paralegal/Legal Assistant II	\$ 15.51
29363 Paralegal/Legal Assistant III	\$ 18.97
29364 Paralegal/Legal Assistant IV	\$ 22.96
29390 Photooptics Technician	\$ 18.16
29480 Technical Writer	\$ 17.18
29491 Unexploded Ordnance Technician I	\$ 14.90
29492 Unexploded Ordnance Technician II	\$ 18.03
29493 Unexploded Ordnance Technician III	\$ 21.61
29494 Unexploded Safety Escort	\$ 14.90
29495 Unexploded Sweep Personnel	\$ 14.90
29620 Weather Observer, Senior 3/	\$ 15.19
29621 Weather Observer, Combined Upper Air and Surface Programs 3/	\$ 13.20
29622 Weather Observer, Upper Air 3/	\$ 13.20

## Transportation/Mobile Equipment Operation Occups:

31030 Bus Driver	\$ 11.01
31260 Parking and Lot Attendant	\$ 7.73
31290 Shuttle Bus Driver	\$ 9.75
31300 Taxi Driver	\$ 9.17
31361 Truckdriver, Light Truck	\$ 9.75
31362 Truckdriver, Medium Truck	\$ 11.01
31363 Truckdriver, Heavy Truck	\$ 11.50
31364 Truckdriver, Tractor-Trailer	\$ 11.50

## Miscellaneous Occupations:

99020 Animal Caretaker	\$ 6.89
99030 Cashier	\$ 6.63
99041 Carnival Equipment Operator	\$ 7.27
99042 Carnival Equipment Repairer	\$ 7.76
99043 Carnival Worker	\$ 6.15
99050 Desk Clerk	\$ 8.13
99095 Embalmer	\$ 14.90
99300 Lifeguard	\$ 7.24
99310 Mortician	\$ 14.90
99350 Park Attendant (Aide)	\$ 9.09
99400 Photofinishing Worker (Photo Lab Technician, Dark Room Tech)	\$ 7.24
99500 Recreation Specialist	\$ 11.26
99510 Recycling Worker	\$ 7.26
99610 Sales Clerk	\$ 7.24
99620 School Crossing Guard (Crosswalk Attendant)	\$ 6.15
99630 Sports Official	\$ 7.24
99658 Survey Party Chief (Chief of Party)	\$ 15.68
99659 Surveying Technician (Instr. Person; Surveyor Asst., Instr.)	\$ 12.31
99660 Surveying Aide	\$ 8.58
99690 Swimming Pool Operator	\$ 8.73
99720 Vending Machine Attendant	\$ 7.26
99730 Vending Machine Repairer	\$ 8.73



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99740 Vending Machine Repairer Helper

\$ 7.26

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**\*\* Fringe Benefits Required For All Occupations Included In  
This Wage Determination \*\***

HEALTH & WELFARE: \$1.39 per hour or \$55.60 per week or \$240.93 per month.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years; 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 4.173)

HOLIDAYS: Minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

1/  
Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See 29 CFR 4.156)

2/  
APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3/  
WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that

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required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$4.25 per week (or \$.85 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Titles and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Second Supplement, dated August 1995, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

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- 1) When preparing the bid, the contractor identifies the need for a conforming occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.